

**IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF OKLAHOMA**

WAGNER & LYNCH, PLLC,)
)
)
Plaintiff,)
)
)
v.) Case No. CIV-23-226-JAR
)
)
GREAT LAKES INSURANCE SE,)
)
)
Defendant.)

ORDER OF DISMISSAL

This matter comes before the Court on Plaintiff's Motion to Dismiss [filed as a "Notice of Dismissal"] (Docket Entry #14). Plaintiff requests that this action be dismissed because the claims asserted in it are identical to those present in a similar case pending in this District styled as Great Lakes Insurance SE v. Wagner & Lynch, PLLC, Case No. CIV-23-052-JAR. In response, Defendant states that it has no objection to the dismissal because 1) it has not pleaded a counterclaim in this case, 2) it is not seeking costs or fees in this case, and 3) this case is duplicative of the prior identified case. In accordance with Fed. R. Civ. P. 41(a)(2), dismissal is appropriate.

Although the parties have not specifically filed a consent to the jurisdiction of the undersigned United States Magistrate Judge in this case, they have done so in the duplicate case identified as CIV-23-052-JAR. Since the claims and parties are identical in both cases, the parties are deemed to have consented to the entry of a dismissal order in this case by a Magistrate Judge.

IT IS THEREFORE ORDERED that Plaintiff's Motion to Dismiss [filed as a "Notice of Dismissal"] (Docket Entry #14) is hereby **GRANTED**. This action is hereby **DISMISSED WITHOUT PREJUDICE**.

IT IS SO ORDERED this 29th day of August, 2023.



JASON A. ROBERTSON
UNITED STATES MAGISTRATE JUDGE